

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT NO. 19  TO LEASE NO. GS-11B-LVA02191
ADDRESS OF PREMISES: 2200 Crystal Drive Arlington, VA 22202	PDN NUMBER: N/A

THIS AMENDMENT is made and entered into between **CESC Plaza Limited Partnership**

whose address is c/o JBG Smith  
 4747 Bethesda Ave, Suite 200  
 Bethesda, MD 20814

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to provide for an additional four (4) year lease term commencing October 2, 2020 and expiring October 1, 2024.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **October 2, 2020**, as follows:

- A. The term of the Lease for 102,238 BOMA rentable square feet (BRSF) of office and related space, yielding 86,644 ANSI/BOMA Office Area square feet (ABOA SF), and ten (10) reserved structured parking spaces, is hereby extended for an additional non-cancelable period of four (4) years, commencing October 2, 2020 and expiring on October 1, 2024 (the "Extension Term").
- B. Effective October 2, 2020 through October 1, 2024, the Government shall pay the Lessor fully serviced annual rent of \$4,886,308.24 (equivalent to \$46.50 per BRSF for 102,238 RSF of office space, plus \$0.20 per BRSF for additional routine cleaning and disinfecting requirements, plus \$46,200.00 per year for ten (10) reserved parking spaces, plus \$65,593.64 for preventative maintenance on Government Furnished Equipment as detailed below in Paragraph H) payable at a rate of \$407,192.35 per month in arrears. The foregoing rental rate is inclusive of a new Real Estate Tax Base and a new base for operating costs as set forth below, but does not include any tenant improvement allowance or BSAC allowance. Notwithstanding the foregoing, effective August 2, 2024 the Government shall be due a total rent credit in the amount of (b)(4) which shall be applied as follows:
- o August 2, 2024 through September 1, 2024: Rental payment of \$(b)(4) less rent credit of (b)(4) equals (b)(4) adjusted rent due.
  - o September 2, 2024 through October 1, 2024: Rental payment of (b)(4) less rent credit of (b)(4) equals (b)(4) adjusted rent due.

This Lease Amendment contains 4 pages (not including Exhibits A, B, C, D, E and F).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**CESC Plaza Limited Partnership**

(b)(6)  
 59526FDAFB7340C...  
 Name: David B. Ritchey  
 Title: Authorized Signatory  
 Entity: CESC Plaza Limited Partnership  
 Date: 12/14/2020

**FOR THE GOVERNMENT:**

DocuSigned by:

(b)(6)  
 A68B499BFD06409...  
 Name: Maria Del Carmen Medina  
 Title: Lease Contracting Officer  
 General Services Administration, Public Buildings Service  
 Date: 12/15/2020

**WITNESSED FOR THE LESSOR BY:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

- C. The Real Estate Tax Base for calculating Real Estate Tax Adjustments during the Extension Term is hereby re-established in the amount of the Real Estate Taxes due for Calendar Year (CY) 2020. The annual rent shall continue to be subject to annual Tax Adjustments in accordance with SFO Paragraph 4.2 of the Lease. The Government's percentage of occupancy within the subject building for the purpose of calculating future Real Estate Tax Adjustments as provided by the Lease shall remain 34.08%.
- D. The base for operating costs is hereby reset to (b) (4) and the base index is hereby reset as the index for the month of September 2020. Accordingly, the first operating cost adjustment required during this Extension Term shall be due effective October 2, 2021 by comparing the index for the month of September 2021 to that for the re-established base month index of September 2020.
- E. Savills Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Savills Inc. have agreed to a cooperating lease commission of (b) (4) of the gross rent, net of reserved parking costs, routine cleaning and disinfection services, rent abatement and preventative maintenance of the Government Furnished Equipment. The total amount of the Commission is (b) (4), which is earned upon execution of this Lease Amendment, and is payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to Savills Inc., with the remaining (b) (4) which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.

The shell portion of the rental payments due and owing for the month of November 2020 shall be reduced to fully recapture the Commission Credit of (b) (4) as indicated in the following schedule for adjusted Monthly Rent:

November 2020 Rental Payment of (b) (4) minus the Commission Credit of (b) (4) equals (b) (4) adjusted November 2020 Rent.

- F. The Lessor shall provide routine cleaning and disinfecting services, as outlined under Exhibit A of this Lease Amendment, at a rate of \$0.20 per BRSF, which has been included in the rent in Paragraph B of this Lease Amendment. The Government reserves the right to issue notice to unilaterally cancel the routine cleaning and disinfecting at any time during the Extension Term and, in such a case, the rental rate will be reduced by this amount. This reduction shall occur after the Government gives 30 calendar days notice to the Lessor and shall continue in effect until the Extension Term expires or is terminated.
- G. The Government shall continue to lease ten (10) reserved parking spaces at the rate specified in Paragraph B of this Lease Amendment. Effective upon execution of this Lease Amendment, the five (5) existing surface parking spaces at 2200 Crystal Drive will be relocated to the G-2 Level of the parking garage that serves the Crystal Plaza buildings complex in the location labeled "Proposed Add'l Reserved Parking Spots" on Exhibit E. The location of the other five (5) reserved parking spaces shall be in the location labeled "Existing Reserved Parking Spots" on Exhibit E. Throughout the Extension Term, the Lessor shall have the ongoing right by providing the Government with thirty (30) days prior written notice, to relocate the ten (10) reserved parking spaces to other location(s) in the parking garage that serves the Crystal Plaza buildings complex. In addition throughout the Extension Term, the Lessor by providing the Government with thirty (30) days prior written notice, shall have the right to relocate the ten (10) reserved parking spaces to the garage complex that serves the Crystal Park buildings complex.

Throughout the Extension Term, visitors and government employees shall be prohibited from parking in the non-reserved spaces in the garage that serves the Crystal Plaza buildings complex. Subject to availability and at the advertised rate, Government employees and visitors shall be permitted to park in the garage that serves the Crystal Park buildings complex.

- H. The Government Furnished Equipment is currently maintained via a separate preventative maintenance agreement between the Lessor and the Government. During the Extension Term the Lessor shall continue to be responsible for preventative maintenance of the GFE as detailed in Exhibit C of this Lease Amendment. Effective October 2, 2020 the cost to perform the preventative maintenance shall be (b) (4), and is included in the rent in Paragraph B of this Lease Amendment.

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DBR GOVERNMENT: DS  
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- I. Beginning October 2, 2022 and continuing through the expiration of the Extension Term, the Government shall cooperate with the Lessor's efforts to re-tenant the Premises by providing the Lessor with access to tour the Government's Leased Premises with prospective replacement tenants, subject to the Lessor providing the Government with at least 24 hours prior notice.
- J. In connection with vacating the premises at the expiration of the Extension Term, the Government shall be solely responsible for the following, at the Government's sole cost and expense:
- I) Furniture and Personal Property: The Government shall be responsible for removal of all Government furniture and electrical whips connecting the Government's furniture to the base building electrical system, and personal property. The premises shall be vacated by the Government and returned to the Lessor in broom clean condition.
  - II) Non-Standard Building Locks: All codes and keys for non-standard building locks shall be provided to the Lessor.
- K. Pursuant to Paragraph 3h of LA Number 16, the Government shall at its sole cost and expense continue to be responsible for utility expenses and repair and replacement costs (and any maintenance costs for work not included in the Scope of Work specified in Exhibit C) as needed and incurred in connection with the operation of Government Furnished Equipment (GFE) and any equipment that replaces the GFE as detailed in Exhibit C. The GFE is submetered and the Government shall promptly reimburse the Lessor for the cost of utilities consumed by such GFE.
- L. As set forth in "Exhibit B – Outstanding Balances," the Government acknowledges that it is responsible for costs incurred by the Lessor in the amount of (b) (4). This outstanding balances will be paid lump sum by the Government to the Lessor within 60 days of execution of this Lease Amendment.
- M. The Government agrees to the addition of the following building rules and regulations:
- I. Lobby Doors: USCIS' first (1st) floor lobby doors shall remain closed at all times. The Lessor shall document violations of the foregoing by issuing a formal, written warning to the Government detailing the date, time and other pertinent details of the violation. In the event that the Government commits three (3) separate violations of the foregoing, as documented by the Lessor in formal, written warnings, then the Lessor shall be permitted to install Kastle lobby door alarms. Thereafter, if the door alarms are triggered by fault or negligence of the Government, or its employees or contractors, the Government shall be responsible for the cost after each incident to reset the alarms.
  - II. Signage in Common Areas: The Government shall be prohibited from installing signage in the building's common areas.
  - III. Carts: The Government shall be prohibited from using hand carts, utility carts or similar equipment in the building's main lobby or passenger elevators. Carts may only be stored within the Government's leased premises, and may not be stored in service corridors, back hallways, or in the building's common areas.
  - IV. Freight Elevator: The Government shall have the non-exclusive right to utilize the freight elevator to move carts and equipment between floors. The Government shall provide the Lessor with a list of employees and their fob access control numbers that will require access to the freight elevator.
- N. The attached Exhibit D - General Clause Addendum to the Lease, FAR 52.204-25 (AUG 2020) is hereby incorporated into the Lease.
- O. Cyclical Repainting or Recarpeting: The Lessor shall not be responsible for providing cyclical repainting or recarpeting of the Government's Leased Premises.
- P. Acceptance of Existing Conditions: The Government acceptance of the existing warm lit shell and building shell elements in their "as is" condition and configuration shall continue to be governed by LA number 16, Paragraph 2c.
- Q. Maintenance of Warm Lit Shell & Building Shell Elements: The maintenance of the warm lit shell and building shell elements shall continue to be governed by LA number 16, Paragraph 2d. The other terms of LA number 16, Paragraph 2d shall remain in full force and effect.

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- R. Government Termination Rights: Section 4 of the Standard Form 2 dated August 30, 2010 shall be deleted in its entirety.
- S. Conflicts: In the event of a conflict between the Lease and this Lease Amendment Number 19, this Lease Amendment Number 19 shall govern.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until sixty (60) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

LESSOR:  GOVERNMENT: 

**EXHIBIT A**  
**LEASE AMENDMENT 19 to LEASE GS-11B-LVA02191**

**Routine Cleaning and Disinfecting Requirements for the Premises**

The Lessor shall wipe down daily all solid, high contact surfaces in Building common areas (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased Space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>), or other products containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g., latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

The Government reserves the right to issue notice to unilaterally cancel this routine cleaning and disinfecting at any time during the Lease term and, in such a case, the rental rate will be reduced by the amount specified for "Routine Cleaning and Disinfecting Services" under lease clause "Rent and Other Consideration." This reduction shall occur after the Government gives 30 calendar days notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

LESSOR <sup>DS</sup> DBR GOV'T <sup>DS</sup> MM

**EXHIBIT B**  
**OUTSTANDING BALANCES**  
**LEASE AMENDMENT 19 to LEASE GS-11B-LVA02191**

	<u>Time Period Covered</u>	<u>Balance Owed</u>
OT HVAC/Cleaning-Old Billing	04/1/2017-07/31/2018	\$5,556.44
2nd Floor Corridor Reconfiguration	12/31/2019	<u>\$64,613.36</u>
		<b>\$70,169.80</b>

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**EXHIBIT C**  
**GOVERNMENT FURNISHED EQUIPMENT**  
**LEASE AMENDMENT 19 to LEASE GS-11B-LVA02191**

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U.S. Citizenship and Immigration Services  
Office of Administration, Headquarters  
Facilities Management Division



**SCOPE OF WORK**

**Project Name:** HVAC PREVENTIVE MAINTENANCE  
**Location:** 2200 Crystal Drive, Arlington, VA 22202  
**Completion Date:** Program shall commence on 4/1/2020, through 3/31/2021  
**Work Hours:** Normal business hours – 6:00 a.m. – 6:00 p.m.

**Equipment Being Serviced:**

- See Attachment for Equipment List

**NOTE: Preventative Maintenance should include all components of Air Handlers, to include but not limited to, roof mounted condensers and water loops.**

**Maintenance:**

- The Award Winning Company shall provide the labor and materials necessary to service listed equipment (Attachment) and perform manufacturers recommended maintenance to required units. This will include TWELVE (12) regularly scheduled maintenance visits during normal working hours.
- A copy of a completed service report shall be provided to JPG Smith, GSA, and USCIS upon completion of work. USCIS POC is Dion Phillips (dion.j.phillips@uscis.dhs.gov) and GSA POC is Shontell Battle (shontell.battle@gsa.gov).
- The Award Winning Company (upon the first PM visit) shall be able to identify all deficiencies with the equipment and offer a proposal for repair in order to receive the equipment in good operating condition.
- The Award Winning Company shall provide 24-hour emergency service, with a four-hour response time.
- Technicians will test and inspect as required to ascertain the general condition of equipment.
- The Award Winning Company shall provide the materials required for inspecting and maintaining the systems under contract. The materials and services provided include, but are not limited to:
  1. Replace air filters.
  2. Replace belts.
  3. Check belt tension and adjust.

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4. Inspect rotating components such as fans, motors, shafts, & report problems.
5. Lubricate motor bearings.
6. Lubricate fan shaft bearings.
7. Inspect overall condition of equipment and report any unusual problems.
8. Inspect electrical section.
9. Inspect thermostat.
10. Clean y-strainer.
11. Clean cooling tower via pressure sprayer. Customer provides water.
12. Check that equipment is functional for application and season it is operating.
13. Flush condensate line where clean out exists at unit. Clean out access provided by others.
14. Clean humidifier pans. Bottles not included.
15. Clean air-cooled condenser.
16. Perform glycol concentration test.
17. Check system for refrigerant leaks (visual).
18. Inspect unit controls.
19. Inspect coils for steam, water, oil leaks & cleanliness.
20. Check compressor crankcase heater.
21. Inspect condensate drain pan.
22. Check condensate pump.
23. Inspect (gas) heat exchanger and burner section (where reasonably accessible).
24. Replace oil.

### **Construction Performance Requirements**

General Contractors performing work in the building, on behalf of the U.S. Citizenship and Immigration Services (USCIS), must adhere to the following general provisions of performance while performing services in the building. These conditions are in effect regardless of the contracting organization whether it is the General Services Administration or USCIS.

#### **General provisions for General and Subcontractor performance:**

- All corridor and hallways are to be kept clean and free of debris during the performance of this contract.
- All debris must be removed and disposed of off of the Federal building premises.
- GOVERNMENT PROPERTY: All Government property, or systems displaced, altered, or damaged during the performance of this contract other than stated in the Statement of Work must be restored to its original condition at no cost to the Government. These repairs, if needed, must be executed immediately when notified by the contracting authority that such repairs are required due to actions by the contractor or his/her subcontractors.

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- **POWER/COMMUNICATION INTERRUPTIONS:** All unscheduled power and communication outages caused by the contractor must be restored within a 4 hour time frame. The contractor is to take all necessary precautions to minimize the possibility of causing such a disruption for occurring by employing a thorough pre-construction survey. Failure to provide corrective actions for causing an outage as described above will result in the government executing the repair and charging the Contractor for the full cost of the repair performed by others as well as the administrative cost associated with executing the repair.
- **FIELD ALTERATIONS:** Any changes, by the Contractor, to the Scope of Work must be coordinated through the government or its designated representative prior to such change being executed.
- **PARKING:** *USCIS* will not provide parking within the *USCIS* facilities during the performance of this contract.
- **CREW DISCLOSURE:** The Contractor must provide the names, social security numbers, and date of birth (DOB) for each employee and for each subcontractor employee scheduled to work on this project at least two-weeks prior to actually working at any *USCIS* occupied building.
- **AUDIO:** No radio playing other noise producing devices are allowed during construction work without permission from the *USCIS* Project Manager.
- **BADGE REQUIREMENT:** The Contractor must possess GSA issued HSPD-12 badges prior to bidding on the project and throughout the duration of the project. The Contractor must provide the names, social security numbers, and date of birth (DOB) for each employee and for each subcontractor employee scheduled to work on this project at least two-weeks prior to actually working at any *USCIS* occupied building.
- **BADGE DISPLAY:** *USCIS* issued building badges must be worn above the waist and below the neck in a visible fashion at all times while in an *USCIS* security controlled building.
- **CONDUCT:** No alcoholic beverages or substances, abusive or profane language, or other disruptive or illegal activities will be tolerated.

*For questions or concerns regarding this project please contact Dion Phillips at 202-272-8146*

Lessor: <sup>DS</sup> DBR Gov't: <sup>DS</sup> MM

2200 Crystal Dr.  
USCIS HVAC Equipment List

QTY	Equipment	Manufacturer	Model	Serial	Location
1	CRAC1	Stulz	VFS-240-DG-D	5147126	
1	CRAC2	Stulz	VFS-240-DG-D	5147125	
1	CRAC3	Stulz	VFS-240-DG-D	5147124	
1	CRAC4	Stulz	VFS-240-DG-D	5147123	
1	CRACAC-1A	Stulz	FCS-018-G-U	5151013	
1	CRACAC-2A	Stulz	FCS-018-G-U	5151012	
1	CRACAC-3A	Stulz	FCS-018-G-U	5173029	
1	CRACAC-4A	Stulz	FCS-018-G-U	5173025	
1	CRACAC-5A	Stulz	FCS-018-G-U	5173031	

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1	Dry Cooler 1	HeatCraft	RF61196	T05F03306	
1	Dry Cooler 2	HeatCraft	RF61196	TBD	
1	Dry Cooler 3	HeatCraft	RF61196	TBD	
1	Dry Cooler4	HeatCraft	RF61196	T05F04774	
1	Pump A	Baldor	JMM2334T	TBD	
1	Pump B	Baldor	JMM2334T	TBD	
1		Trane	4TTR6024J1-GAM5B0A18M1E	TBD	
1		Trane	4TTR6024J1-GAM5B0A18M1E	TBD	

Lessor:  Gov't: 

U.S. Citizenship and Immigration Services  
Office of Administration, Headquarters  
Facilities Management Division



## SCOPE OF WORK

Building No.: VA0905  
Performance Period: 04/01/20 - 03/31/21  
Project Location: 2200 Crystal Drive, Arlington VA  
Project Name: Uninterruptable Power Supply (UPS) Preventative Maintenance  
Project Point of Contact: GSA, Shontell Battle; USCIS, Dion Phillips  
Work Hours: Monday - Friday; 6:00 am - 6:00 pm

### Equipment Being Serviced:

- Please see Attachment A

### Specific Project Requirements:

- Lessor and/or Lessor Representative, to provide all the necessary equipment, supplies and supervision as it relates to providing Uninterruptable Power Supply (UPS) Preventative Maintenance per manufacturer specifications; for the following location, Department of Homeland Security, United States Citizenship & Immigration Services (DHS USCIS), 2200 Crystal Drive, Arlington, VA 22202
- Lessor and/or Lessor Representative, to render services during normal business hours, Monday through Friday, 6:00 am - 6:00 pm.
- Lessor and/or Lessor Representative, to render UPS Preventative within the specified performance period, (1) Minor Inspection (1) Major Inspection. In ADDITION (1) Annual recurring UPS power shutdown (date/time to be determined). UPS technician should be onsite to shut down the unit, bring it back up, and verify normal operation.

### MINOR INSPECTION, To include, but not limited to:

- Detailed, visual inspection without shutting down the UPS module
  - i. Checking for signs of overheating, component swelling electrical arcing and cleanliness of subsections and individual components. Note any deficiencies.
- Review all applicable alarm history and data logs
- Verify all applicable power waveforms
- Verify all applicable metering
- Verify proper lamp/display/horn test
- Run all necessary diagnostic test
- Check/Replace air filters
- Clean exterior of unit

### MAJOR INSPECTION To include, but not limited to:

- Place UPS module into bypass and verify proper operation
- Shut down the UPS module and remove all accessible covers to perform a thorough mechanical and visual inspection
- Thoroughly clean both exterior and interior
- Check logic calibrations and power supply voltages
- Lessor and/or Lessor Representative, to provide Department of Homeland Security, Citizenship & Immigration Services (DHS USCIS) and General Services Administration (GSA) a schedule within (2) weeks from date of the Award/Notice to Proceed issuance.
- Lessor and/or Lessor Representative, to provide 24-hour emergency service, with a four (4) hour response time.
- Lessor and/or Lessor Representative, upon the first UPS Preventative Maintenance visit identify all deficiencies with the equipment and provide a proposal for repair with (1 week).
- Lessor and/or Lessor Representative, to provide the GSA and USCIS Representative with a copy of the service ticket at the completion of all performed PM within in (2) Business Days. All deficiencies must be reported to the GSA and USCIS Representative immediately.

Lessor DS DBR Gov't DS MM

**GENERAL PROVISION:**

Lessor and/or Lessor Representative, to adhere to the following General Provisions while performing services in buildings and/or facilities, in custody and/or controlled by General Services Administration (GSA) and occupied by Federal Employees on Federal Property.

- **GENERAL:**

Lessor and/or Lessor Representative, to adhere (within specified tolerances) perform all work in accordance with the lines, grades, typical cross sections, dimensions and other data shown on the plans or as modified by written orders, including materials, implements, machinery, equipment, tool, supplies, transportation, labor and all other things necessary to the satisfactory prosecution and completion of the project in full compliance with the contract requirements.

- **ALTERATIONS:**

Lessor and/or Lessor Representative must receive written authorization from the GSA and USCIS Representative, prior to any change(s) being executed.

- **AUDIO:**

Noise level management, radios and other noise producing devices are to be kept to a minimum; not distracting; in buildings and/or facilities, in custody and/or controlled by General Services Administration (GSA) and occupied by Federal Employees.

- **CLEAN-UP:**

Lessor and/or Lessor Representative, thoroughly clean-up all areas where work has occurred, after each day's work. If dust, dirt water or other material from the (construction, service and/or work) is carried or migrates into other areas the Lessor and/or Lessor Representative is responsible for cleaning the affected areas. Lessor and/or Lessor Representative shall provide and supply all the necessary cleaning equipment and materials to thoroughly clean. Lessor and/or Lessor Representative is responsible for cleaning, prior to the FINAL ACCEPTANCE; included but not limited to, polishing floors, vacuuming carpet, removing labels from fixtures, cleaning fixtures, ensuring all paint on surfaces not to be painted is removed and washing all window glass. Project site shall be defined as all areas entered by or traveled by Lessor and/or Lessor Representative Personnel during execution of the requirements set forth in these specifications.

- **CONDUCT:**

No alcoholic beverages or substances, abusive or profane language, or other disruptive or illegal activities will be tolerated, in buildings and/or facilities, in custody and/or controlled by General Services Administration (GSA) and occupied by Federal Employees.

- **GOVERNMENT PROPERTY:**

All Government property, or systems displaced, altered, or damaged during the performance of this contract other than stated in the Statement of Work must be restored to its original condition at no cost to the Government. These repairs, if needed, must be executed immediately when notified by the General Services Administration Designated Official, such repairs are required due to actions by the Lessor and/or Lessor Representative.

- **HOURS OF WORK:**

All work shall be performed during normal business hours. Work shall in no way disturb the operation of the building. If during the performance of any work, personnel request work to stop due to noise, odors or other factors the Lessor and/or Lessor Representative shall immediately stop working and reschedule the construction for another time when such work will not cause a disturbance. The Government will NOT be held financially liable for any cost incurred due to a request to stop work.

- **PARKING:**

Lessor and/or Lessor Representative are responsible for parking.

- **POWER/COMMUNICATION INTERRUPTIONS:**

Lessor and/or Lessor Representative must receive written authorization, from the GSA and USCIS Representative, prior to any power disruption and/or outage. All unscheduled power and communication outages caused by the Lessor and/or Lessor Representative must be restored within a 2 hour time frame. Failure to provide corrective actions for causing an outage as described above will result in the Government executing the repair and charging the Lessor and/or Lessor Representative for the full cost of the repair performed by others as well as the administrative cost associated with executing the repair.

- **SECURITY:**

Lessor and/or Lessor Representative must be GSA/HSPD12 badge, prior to entering in buildings and/or facilities, in custody and/or controlled by General Services Administration (GSA) and occupied by Federal Employees. Lessor and/or Lessor Representative must visibly display their GSA/HSPD12 and/or Agency issued badge, in buildings and/or facilities, in custody and/or controlled by General Services Administration (GSA). Lessor and/or Lessor Representative must adhere and conform to any additional security requirements issued by General Services Administration (GSA) and Department of Homeland Security, United States Citizenship & Immigration Services (DHS USCIS).

Lessor: DS  
DBR Gov't: DS  
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## ATTACHMENT A

### **Equipment Being Serviced:**

#### **(2) Russelectric Model 2000 Automatic Transfer Switches**

ATS "A" SERIAL#15426

ATS "B" SERIAL#15415

#### **Uninterruptable Power Supply**

#### **Perform the following on the (2) MGE Galaxy PW 225KVA UPS Systems**

UPS "A" SERIAL #50XF02005

UPS "B" SERIAL #50XF13008

QTY 80 Battery Jars of the UPS 12-400 MR

#### **Power Management Modules**

Model PMN084-42-075

SERIAL #L05-12249, L05-12250, L05-12251, L05-12253

Lessor:  Gov't: 

U.S. Citizenship and Immigration Services  
Office of Administration, Headquarters  
Facilities Management Division



**SCOPE OF WORK**

**Project Name:** Generator Preventative Maintenance  
**Project Location:** 2200 Crystal Drive, Arlington VA 22202  
**Completion Date:** 4/1/2020 – 12/31/2020  
**Work Hours:** Monday – Friday, 6:00am – 6:00pm

**Equipment Being Serviced:**

1. Caterpillar 759 KW – 3412
2. ATS "A" SERIAL # 15426 Unit
3. ATS "B" SERIAL #15415 Unit

**Maintenance:**

- The Company shall perform two (2) services annually – One service Major / One Service inspection only.
- A copy of a completed service report shall be provided to the Lessor and USCIS upon completion of work. USCIS POC is [dion.j.phillips@uscis.dhs.gov](mailto:dion.j.phillips@uscis.dhs.gov) and GSA POC is [shontell.battle@gsa.gov](mailto:shontell.battle@gsa.gov).
- The Award Winning Company (upon the first PM visit) shall be able to identify all deficiencies with the equipment and offer a proposal for repair in order to receive the equipment in good operating condition.
- The Award Winning Company shall provide 24-hour emergency service, with a four-hour response time.
- Technicians will test and inspect as required to ascertain the general condition of equipment.
- The Award Winning Company shall provide the materials required for inspecting and maintaining the systems under contract. The materials and services provided include, but are not limited to:

**Major Servicing – Annual**

1. Change oil and filter (can be performed every 3 years)
2. Change the fuel filter
3. Change the air filter
4. Clean the crankcase breather
5. Check coolant concentration – possible replacement
6. Flush the cooling system (as needed)
7. Perform load bank testing – 2 hour testing
8. Fuel testing & reconditioning (diesel-fueled units only)
9. Remove water from fuel tank (diesel-fueled units only)
10. Inspect/Test batteries

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**Minor Servicing**

1. Inspect the enclosure.
2. Check the battery electrolyte level and specific gravity
3. Inspect/Test batteries
4. Check battery cables and connections
5. Inspect drive belts
6. Inspect the coolant heater
7. Check coolant lines and connections
8. Check for oil leaks and inspect lubrication system hoses and connectors
9. Check for fuel leaks and inspect fuel system hoses and connectors
10. Inspect the exhaust system, muffler and exhaust pipe
11. Check and clean air cleaner units
12. Inspect air induction piping and connections
13. Inspect the DC electrical system, control panel and accessories
14. Inspect the AC wiring and accessories

There will need to be allowance for materials – oil, coolant, belts, batteries, hoses – these could be single events or multiple years

**Automatic Transfer Switch – Maintenance**

1. De-energize the switchgear (ATSs equipped with an isolation bypass feature do not need to be de-energized)
2. Remove the arc chutes and pole covers. Consult the manufacturer's information for proper procedure. This step will allow visual inspection of the main and arcing contacts
3. Test and recalibrate all trip-sensing and time-delay functions in the switchgear. Depending on the manufacturer, the steps required here will vary. The focus here should be to verify and record what current settings are and to ensure the current adjustments meet the customer's needs and expectations. If adjustments are necessary, the means to make and verify those adjustments need to be examined. For example, a voltage pick-up or dropout adjustment may require the use of a variable source such as a variable ac transformer. The standby engine can be a source of variable frequency, etc. In any case, the manufacturer is your source for information concerning these adjustments
4. Vacuum the accumulated dust from the switchgear and accessory panels. Never use air to blow out dirt. Subjecting the TS unit to compressed air may have a detrimental effect by forcing dirt and debris into the switch mechanism
5. Inspect for moisture or signs of previous wetness or dripping
6. Clean grime with an approved solvent. Consult the OEM for a recommendation.
7. Inspect all insulating parts for cracks or discoloration due to excessive heat. Part of any complete maintenance program is an infrared scan. This work is done prior to maintenance with normal loads applied to the gear being scanned. The resultant report will define problem areas. The use of this information will allow the maintenance provider to take a proactive approach

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8. Inspect all main arcing contacts for excessive erosion. Arcing contacts are intended to be sacrificial by nature. They take the brunt of the energy when making or breaking the load. Careful attention should be paid to these contacts.
9. Inspect all main current-carrying contacts for pitting and discoloration due to excessive heat
10. Inspect all control relay contacts for excessive erosion and discoloration due to excessive heat
11. Manually operate the main transfer movement to check proper contact alignment, deflection, gap, and wiping action
12. Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
13. Re-energize the switchgear and conduct a test by simulating a normal source failure

More than one failure can be attributed to inattention or ignorance in these areas. Imagine a major data center crash because the UPS ran out of battery as a result of a maladjusted ATS control panel. The reality of the situation is that proper maintenance of all components of the emergency power system is essential and directly linked to the integrity of the critical power system. This system is only called upon to function in an emergency. Of course, this is the worst time for a malfunction of any one element. The total aspect of maintenance extends far beyond the routine tasks recommended to properly maintain any one element. Just as with the example of the ATS, maintenance programs must be carefully thought out

### **Construction Performance Requirements**

General Contractors performing work in the building, on behalf of the U.S. Citizenship and Immigration Services (USCIS), must adhere to the following general provisions of performance while performing services in the building. These conditions are in effect regardless of the contracting organization whether it is the General Services Administration or USCIS.

#### **General provisions for General and Subcontractor performance:**

- All corridor and hallways are to be kept clean and free of debris during the performance of this contract.
- All debris must be removed and disposed of off of the Federal building premises.
- GOVERNMENT PROPERTY: All Government property, or systems displaced, altered, or damaged during the performance of this contract other than stated in the Statement of Work must be restored to its original condition at no cost to the Government. These repairs, if needed, must be executed immediately when notified by the contracting authority that such repairs are required due to actions by the contractor or his/her subcontractors.
- POWER/COMMUNICATION INTERRUPTIONS: All unscheduled power and communication outages caused by the contractor must be restored within a 4 hour time frame. The contractor is to take all necessary precautions to minimize the

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possibility of causing such a disruption for occurring by employing a thorough pre-construction survey. Failure to provide corrective actions for causing an outage as described above will result in the government executing the repair and charging the Contractor for the full cost of the repair performed by others as well as the administrative cost associated with executing the repair.

- **FIELD ALTERATIONS:** Any changes, by the Contractor, to the Scope of Work must be coordinated through the government or its designated representative prior to such change being executed.
- **PARKING:** *USCIS* will not provide parking within the *USCIS* facilities during the performance of this contract.
- **CREW DISCLOSURE:** The Contractor must provide the names, social security numbers, and date of birth (DOB) for each employee and for each subcontractor employee scheduled to work on this project at least two-weeks prior to actually working at any *USCIS* occupied building.
- **AUDIO:** No radio playing other noise producing devices are allowed during construction work without permission from the *USCIS* Project Manager.
- **BADGE REQUIREMENT:** **The Contractor must possess GSA issued HSPD-12 badges prior to bidding on the project and throughout the duration of the project.** The Contractor must provide the names, social security numbers, and date of birth (DOB) for each employee and for each subcontractor employee scheduled to work on this project at least two-weeks prior to actually working at any *USCIS* occupied building.
- **BADGE DISPLAY:** *USCIS* issued building badges must be worn above the waist and below the neck in a visible fashion at all times while in an *USCIS* security controlled building.
- **CONDUCT:** No alcoholic beverages or substances, abusive or profane language, or other disruptive or illegal activities will be tolerated.

***For questions or concerns regarding this project please contact Dion Phillips at 202-272-8146.***

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## EXHIBIT D

### LEASE AMENDMENT 19 to LEASE GS-11B-LVA02191

#### Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a

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## EXHIBIT D

### LEASE AMENDMENT 19 to LEASE GS-11B-LVA02191

substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dbnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dbnet.dod.mil>.

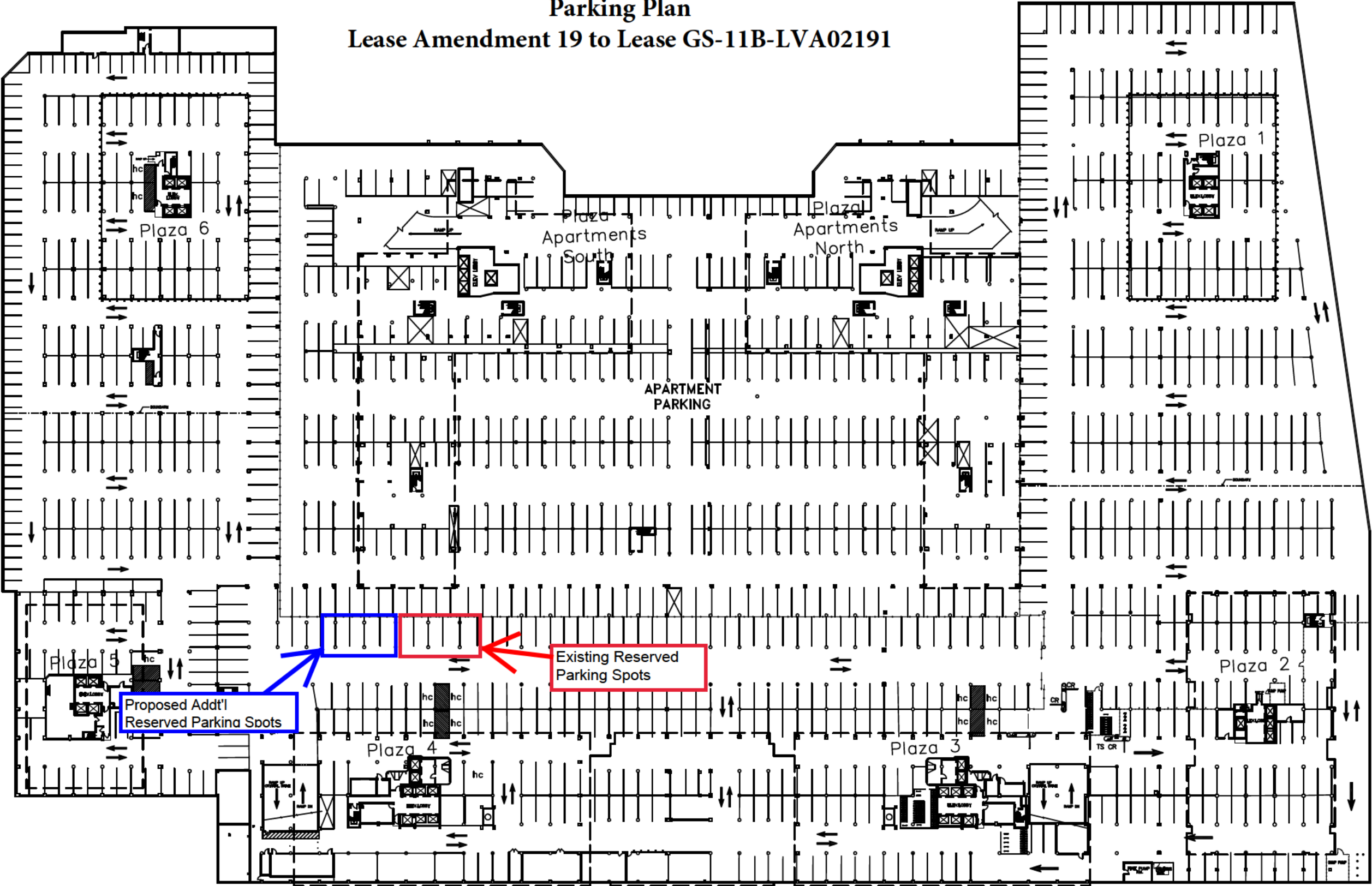
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Exhibit E  
Parking Plan  
Lease Amendment 19 to Lease GS-11B-LVA02191



CRYSTAL PLAZA GARAGE LEVEL  
G-2 PLAN



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## Exhibit F

## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

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services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) David B. Ritchey Authorized Signatory c/o JBG Smith 4747 Bethesda Ave, Suite 200 Bethesda, MD 20814	TELEPHONE NUMBER 240.333.7600
	(b) (6) _____ Signature	12/14/2020 _____ Date

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